

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
CELESTINO SANTI, D.O., P.A.
D/B/A EXPRESS CARE OF LAKE COUNTY
FOR
PHYSICAL EXAMINATION AND TESTING
RFP 09-0820**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, by and through its Board of County Commissioners, and Celestino Santi, D.O., P.A., d/b/a Express Care of Lake County, a Florida corporation, its successors and assigns, hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY has publicly submitted a Request for Proposal (RFP) #09-0820, to seek firms or individuals qualified to provide professional services for physical examinations and testing for COUNTY employees in conjunction with the COUNTY's needs;

WHEREAS, CONTRACTOR desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Purpose

2.1 The purpose of this Agreement is for CONTRACTOR to provide the following medical services in conjunction with the COUNTY's needs:

A. Department of Transportation (DOT) pre-employment physicals, drug screens, and hearing tests in accordance with Occupational Safety and Health Administration (OSHA) standards, 29 CFR 1910.95, Occupational Noise Exposure, which include the following

components: baseline audiometric testing, annual audiometric testing, PPD/TB Tine and Hepatitis Titer testing, random drug and alcohol screens, post accident and reasonable suspicion and any other COUNTY required specified within this Agreement.

B. The required medical examinations and consultations for all Hazardous Waste workers in accordance with OSHA standards, 29 CFR 1910.120, Hazardous waste operations and emergency response, and any other COUNTY requirements specified in this Agreement.

C. Physical examinations for firefighters, including pre-employment physicals, annual physicals, incident-related physicals, exit physicals, drug testing, and medical evaluations as required by National Fire Protection Association (NFPA) 1582 and in accordance with the physical standards outlined in NFPA 1582 and any other COUNTY requirements specified in this Agreement.

D. Annual physicals for Hazmat and Hazardous Waste employees using the standards outlined in applicable governing OSHA regulations and any other COUNTY requirements specified in this Agreement.

E. Function as a medical consultant for the Office of Employee Services and Quality Improvement, provide first and/or second opinions for employment-related matters, including, but not limited to, fitness for duty determinations, evaluations of requests for withdrawal of time in accordance with the COUNTY'S sick bank program, etc., and any other COUNTY requirements specified in this Agreement.

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONTRACTOR to provide professional services to provide physical examinations and testing for COUNTY employees in accordance with the Scope of Work, attached hereto and incorporated herein as Exhibit A, and any changes thereto reflected in Addendum #1, dated June 24, 2009, attached hereto and incorporated herein as Exhibit B. Services not specifically identified in Exhibit A may be added upon mutual consent of the parties. Any changes in services shall be negotiated between the parties.

3.2 This Agreement shall commence on the first calendar day of the month succeeding approval of the Agreement by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the COUNTY'S Office of Procurement Services. The initial Agreement term is twelve (12) months, and then the Agreement will remain in effect until completion of the expressed and/or implied warranty

period. The Agreement prices shall prevail for the full duration of the initial Agreement term unless otherwise indicated elsewhere in this Agreement.

3.3 Prior to, or upon completion, of the initial term of this Agreement, the COUNTY shall have the option to renew this Agreement for four (4) additional one (1) year periods. Prior to completion of each exercised Agreement term, the COUNTY may consider an adjustment to price based on the changes as published by the United States Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>), Wage, Earnings and Benefits Calculators. It is CONTRACTOR's responsibility to request any pricing adjustment under this provision. The CONTRACTOR's written request for adjustment shall be submitted thirty (30) calendar days prior to expiration of the then current Agreement term. If no adjustment request is received from the CONTRACTOR, the COUNTY will assume that the CONTRACTOR has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The COUNTY reserves the right to reject any written price adjustments submitted by the CONTRACTOR and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of the CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

3.4 The CONTRACTOR shall coordinate, cooperate, and work with any other contractors retained by the COUNTY. CONTRACTOR acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

3.5 CONTRACTOR agrees that this shall be an open quantity contract. The COUNTY shall not guarantee to the CONTRACTOR any minimum amount of work throughout the term of this Agreement.

3.6 CONTRACTOR agrees to travel to ancillary locations within the COUNTY to perform certain services as required by the COUNTY at no additional charge.

Article 4. Payment

4.1 The COUNTY shall pay CONTRACTOR to complete the Scope of Work in accordance with the rates set forth in CONTRACTOR's Proposal Form, attached hereto and incorporated herein as **Exhibit C**. Payment shall not be made in advance of services.

4.2 In addition to the rates set forth in **Exhibit C**, COUNTY shall pay CONTRACTOR Sixty-five Dollars (\$65.00) per incident for sick bank request medical reviews.

4.3 CONTRACTOR shall submit invoices to the requesting COUNTY department(s) at P.O. Box 7800, Tavares, Florida 32778, after each individual purchase has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding delivery ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the Department of Employee Services and Quality Improvement at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the items.

All invoices shall contain the RFP number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. Failure to submit invoices in the prescribed manner will delay payment, and the CONTRACTOR may be considered in default of contract and this Agreement may be terminated.

4.4 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

4.5 Other than the expenses set forth in **Exhibit C** and the payment set forth for sick bank request medical reviews, CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

Article 5. Special Terms and Conditions

5.1 **Qualifications.** Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein.

5.2 **Termination.** This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR

shall not incur any additional costs under this Agreement. If any work hereunder is in progress but not completed as of the date of termination, this Agreement may be extended upon written approval of the COUNTY until said work is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, the COUNTY shall reimburse the CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of the CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.3 Subletting of Agreement. This Agreement shall not be sublet except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR.

5.4 Insurance. CONTRACTOR shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance from a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONTRACTOR under the terms and provisions of this Agreement. CONTRACTOR shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing conformance with the Agreement requirements. Such policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR is in accordance with the following minimum limits and coverage:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

(ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
or	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000

(iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statute, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the CONTRACTOR must provide a notarized statement that if any of CONTRACTOR's employees are injured, CONTRACTOR will not hold the COUNTY responsible for any payment or compensation.

(iv) Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

(v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

(vi) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be name as additional insured as their interest may appear on all applicable liability insurance policies.

- (vii) Certificates of insurance shall provide for a minimum of sixty (60) days prior written notice to the COUNTY of any change, cancellation or nonrenewal of the required insurance. It is the CONTRACTOR's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.
- (viii) Certificates of insurance shall identify the RFP number in the Description of Operations section of the Certificate.
- (ix) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800
- (x) Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.
- (xi) CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONTRACTOR evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.
- (xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONTRACTOR or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- (xiii) The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- (xiv) Failure to obtain and maintain such insurance as set forth above will be considered a breach of contract and may result in termination of the contract for default.
- (xv) Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the CONTRACTOR or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

5.5 Indemnity. The CONTRACTOR shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONTRACTOR to take out and maintain the above insurance. Additionally, the CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONTRACTOR, its agents, employees or representative, in the performance of the CONTRACTOR'S duties set forth in this Agreement.

5.6 Independent Contractor. The CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

5.7 Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.8 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

5.9 Compliance with Federal Standards. All work completed under this Agreement shall be in accordance with all applicable governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

5.10 Health Insurance Portability and Accountability Act (HIPAA). Any person or entity that performs or assists the COUNTY with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the Agreement or as required by law.
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to the COUNTY of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the CONTRACTOR and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment and incorporated any amendments requested by the customer;
7. Making PHI available to the COUNTY for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to the COUNTY for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The CONTRACTOR must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

5.11 Local Office Shall be Available. The CONTRACTOR shall maintain an office within the geographic boundaries of Lake County. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the Agreement.

5.12 Public Records / Copyrights

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance

with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Agreement, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the COUNTY.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

5.13 Purchase of Additional Services. While the COUNTY has listed all major items within this Agreement which are utilized by COUNTY departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a County representative will contact the CONTRACTOR to obtain a price quote for the similar or ancillary services. The COUNTY reserves the right to award these ancillary items to the CONTRACTOR or to acquire the items through a separate solicitation.

5.14 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.15 Prohibition Against Contingent Fees. The CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.16 Right to Audit. The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 The CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Joseph Cevetello
Celestino Santi, D.O., P.A.
d/b/a Express Care of Lake County
2020 Nightingale Lane
Tavares, Florida 32778

If to COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following Exhibit:

Exhibit A	Scope of Work
Exhibit B	Addendum # 1, dated June 24, 2009
Exhibit C	Proposal Form

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 24 day of November, 2009 and by CONTRACTOR through its duly authorized representative.

CONTRACTOR


Celestino Santi, D.O., P.A.
d/b/a Express Care of Lake County



Name: CELESTINO D. SANTI
Title: PHYSICIAN/PRES

COUNTY

ATTEST:



Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida



Welton G. Cadwell
Chairman

This 25 day of November, 2009.

Approved as to form and legality:



Melanie N. Marsh
Acting County Attorney

EXHIBIT A

SECTION 2 – STATEMENT OF WORK

RFP Number: 09-0820

SCOPE OF WORK

The requirements set forth as the Scope of Work are the minimum performance requirements for this RFP. They are not intended to limit competition nor specify any particular Proposer. All proposals shall be considered which meet or exceed each item listed in the scope of work. Any exceptions or alternates must be clearly identified and explained in writing and included in the proposal.

Physician Qualifications

The contractor shall be a licensed medical doctor qualified to provide professional medical expertise in the area of Occupational Safety and Health and shall provide any documentation required by OSHA, prior to performing any contract work. The physician shall also be a Medical Review Officer (MRO). The physician must have special expertise and experience relating to the needs of the Public Safety and Solid Waste employees.

Lake County's contract shall be directly with the awarded contractor(s). The physician(s) shall indicate an understanding that the contract shall be between Lake County Board of County Commissioners and the contractor.

Scope and Standards for Work Performed

The awarded contractor will be responsible for performing the functions listed under the "Purpose" section (Section 1.1) above, as expanded below.

Hazardous Waste Workers: Physician(s) shall provide the County with a written opinion containing, at a minimum, the following: the physician's opinion as to whether the employee has any detected medical conditions which would place the employee at increased risk of material impairment of the employee's health from work in hazardous waste operations or from respirator use; the physician's recommended limitations upon the employee's assigned work; the results of the medical examination and tests; and a statement that the employee has been informed by the physician of the results of the medical examination and any medical conditions that require further examination or treatment. The written opinion may not reveal specific findings of diagnoses unrelated to occupational exposures.

Firefighter Annual Physicals: The physician(s) shall complete and provide to the Director of Public Safety/Fire Chief a form to be provided by the County indicating whether or not each individual tested is able to perform the duties of his or her position in accordance with NFPA guidelines. The physician(s) shall suggest physical activities or a health plan to each employee to improve their health and fitness. These activities shall be provided at no additional cost to the County. Firefighters shall be scheduled a maximum of two visits for their physicals. The first visit shall be scheduled in early morning hours for blood draw, (estimated time a maximum of thirty minutes). The second visit shall be for a maximum of no more than four hours to include all other tests, physical examination and consultation.

Consultant: The contractor shall indicate willingness to act as a consultant to the Director of Public Safety/Fire Chief, the Director of Environmental Utilities and the Director of Employee Services and Quality Improvement in the area of health-related policies and procedures and employee issues for County employees. The physician(s) shall consult with the designated

SECTION 2 – STATEMENT OF WORK

RFP Number: 09-0820

person regarding the necessary steps to be taken to improve the health of an individual being tested. Additionally, when requested, the physician shall provide the designated person validation or not of condition (second opinion). The physician(s) shall inform the designated person of any examination or test results requiring additional medical referral or treatment beyond the scope of the routine contract requirements.

Timeliness: The awarded contractor shall be responsible for timely performance of all examinations, x-rays and lab tests administered under this agreement. In cases of necessary, unscheduled visits, the visit shall not exceed a maximum of four hours to include all tests, physical examination and consultation. In cases where the unscheduled visit is anticipated to exceed four total hours, the contractor shall contact a designee of the County and discuss the extenuating circumstances. Scheduled visits other than firefighter annual physicals shall not exceed a total of two hours to include all tests, physical examination, and consultation. In cases where the scheduled visit is anticipated to exceed two total hours, the contractor shall contact a designee of the County and discuss the extenuating circumstances.

Consideration shall be given to the physician(s) willing to provide a flexible schedule for physicals and x-rays other than the normal office hours and provide appointments for employees with a minimal or no waiting time.

The awarded contractor shall have a provision for conducting drug testing after normal business hours when the need arises.

Any other additional medical advice, treatment, or referral shall be between the client and the physician(s) with the client being responsible for payment of such services unless prior approval from the department designees, Director of Public Safety/Fire Chief, Director of Environmental Utilities or the Director of Employees Services and Quality Improvement is obtained for these procedures to be billed to the County.

All medical services contracted shall be held in the strictest confidence. No information, medical or contractual, shall be released without prior approval of the department designee. All medical findings shall be restricted to the physician(s), the client and the Department Director, except as required by the State of Florida for the purposes of certification.

If it is the physician's professional opinion after reviewing the tests required on the Proposal Form, that additional tests are necessary to meet the requirements of the NFPA or OSHA, these tests shall be listed separately and the cost of the tests shown on the Proposal Form.

A single site location is desired, however, other sites for testing may be considered.

The physician shall be evaluated on forms of certification/documentation and the willingness to provide the needed services. Supplying all documentation will be the awarded physician's responsibility which shall be in an appropriate form and format. Copies of sample documentation shall be included with the proposal submittals for each of the physicals.

EXHIBIT B



OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 418
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

www.lakegovernment.com

ADDENDUM NO. 1

Date: June 24, 2009

ITB No. 09-0820

ITB Title: Physical Examination and Testing

This addendum is being issued to make the following clarifications to the bidding document. The information in this addendum modifies and changes the original bidding documents and takes precedence over the original documents. Respondents shall acknowledge receipt of this addendum by completing this form and returning it with the response. Failure to acknowledge this addendum may preclude consideration of the bid proposal award.

Question 1: We are a mobile health testing vendor. We provide nationwide services and would come on site to a designated location of your choice to perform the bulk of the annual exams. We would partner with a local clinic or physician to perform new hire exams, and exams for employees who missed the testing while the mobile unit was on site. We would collect the data from the clinic and provide you with consolidated reporting and invoicing. By coming on site, we greatly minimize the time your employees are away from their jobs and all testing can be performed at one time except the lab work. We would also come on site prior to the full exams to perform the blood and urine collection and testing, so the results would be available for the physician. Would the County consider a mobile vendor as a possible solution to your requirements?

Answer: We are seeking a one-stop approach to all of the requirements in the RFP. We are seeking to contract with one entity to provide all of the required services.

Question 2: In Section 1.18, you specify that the vendor must maintain an office within the geographic boundaries of Lake County. Is there any reason why our local physician would not fulfill this requirement?

Answer: This requirement is included to ensure that required services are readily accessible.

Question 3: Who is the incumbent?

Answer: Express Care of Lake County

Question 4: How long have they been providing services for you?

Answer: Since 2006

Question 5: What was the amount of the prior contract award?

Answer: Approximately \$60,000.00 to \$80,000.00 per year. There is no guarantee of services.

Question 6: Approximately how many new hire physicals are there per year in the following categories: fluctuates depending on number of new hires, these numbers are what we would average in a typical year, although they have been much lower lately.

- a. DOT employees? 10-15
- b. Hazardous Waste Workers? 1-3
- c. Firefighters? 15-30

Question 7: Approximately how many annual physicals are there per year in the following categories:

- a. DOT employees? 65
- b. Hazardous Waste Workers? 5
- c. Firefighters? 185

Question 8: Do you require treadmill stress tests as part of your core protocol for firefighters even though this is not listed in your specifications?

Answer: We go strictly by the NFPA guidelines.

Question 9: Are there any other employees who will be covered under this contract, and if so, what are their jobs and how many are there?

Answer: The contract covers County employees in all of the capacities listed in the Scope section. For instance, the County may require an employee who is not in one of these categories to have a fitness for duty physical. The incidence of us using the services other than the routine and new hire physicals listed fluctuates greatly. Perhaps 20 times per year is a reasonable estimate.

Firm Name: EXPRESS CARE OF LAKE COUNTY Date: 11/5/09
Signature: [Signature] Title: ADM
Typed/Printed Name: JOSEPH CEVETANO

"Earning Community Confidence Through Excellence In Service"

DISTRICT ONE
JENNIFER HILL

DISTRICT TWO
ELAINE RENICK

DISTRICT THREE
JIMMY CONNER

DISTRICT FOUR
LINDA STEWART

DISTRICT FIVE
WELTON G. CADWELL

EXHIBIT C

SECTION 4 - PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 09-0820

PROPOSAL FORM

Group I
Lake County Public Safety Department &
Environmental Utilities Hazardous Materials/Hazardous Waste Employees

Physical Examination

Vital Signs

~~Head, eyes, ears, nose and throat (HEENT)~~

~~Neck~~

~~Cardiovascular~~

~~Pulmonary~~

Breast

Gastrointestinal (includes rectal exam for mass, occult blood)

Genitourinary (includes Pap smear, testicular exam, and rectal exam for prostate mass)

Hernia

Lymph nodes

Neurological

Musculoskeletal

Skin (includes screening for cancers)

Vision

\$ 40.00

Blood Tests

CBC with differential, RBC indices and morphology and platelet count \$ 10.00

Electrolytes (Na, K, Cl, HCO 3, or CO 2) \$

Renal function (BUN, Creatinine) \$

Glucose \$ 25.00

Liver function tests (ALT, AST, direct and indirect Bilirubin, Alkaline Phosphatase) \$

Total cholesterol, HDL, LDL, clinically useful lipid ratios (e.g., percent LDL and triglycerides) \$ 25.00

Prostate Specific Antigen (PSA) after age 40 for positive family history, African American, or if otherwise clinically indicated; after age 50 for all other male members \$ 15.00

Urine Laboratory Tests

Dipstick analysis for glucose, ketones, leukocyte esterase, protein,

SECTION 4 - PRICING/ CERTIFICATIONS/ SIGNATURES

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Blood and bilirubin

\$ 10.00

Microscope analysis for RBC, WBC, casts, and crystals if indicated by results of dipstick analysis

\$ 15.00

Analysis for occupation chemical exposure if indicated

\$

ARSENIC 55.
CADMIUM 55.
LEAD 45.
MERCURY 55.

Audiology

Hearing thresholds shall be assessed in each ear at each of the following frequencies.

\$ 20.00

500 Hz

1000 Hz

2000 Hz

3000 Hz

4000 Hz

6000 Hz

8000 Hz

Spirometry

Pulmonary function testing shall be conducted to measure the member's force vital capacity (FVC), forced expiratory volume in 1 second (FEV1)/FVA ratio.

\$ 45.00

Chest Radiographs

Chest X-rays shall include an initial baseline and shall be repeated every 5 years or as medically indicated.

\$ 30.00

Electrocardiograms (EKG)

A resting EKG

\$ 40.00

Mammography

Mammography/female member over 40

\$ N/A

Immunizations and Infectious Disease Screening

Tuberculosis screen (PPD) annually

\$ 15.00

Hepatitis C virus screen (baseline and following occupational exposure)

\$ N/A

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Hepatitis B virus vaccinations and titers (as specified in CDC guidelines)	\$ <u>55.00</u> ^{or} <u>PER INJ</u> / <u>SERIES OF (3) THREE</u>
Tetanus/diphtheria vaccine (booster every 10 years)	\$ <u>25.00</u>
Measles, mumps, rubella vaccine (MMR).	\$ <u>N/A</u>
Polio vaccine	\$ <u>N/A</u>
Hepatitis A vaccine, shall be offered to high risk (HazMat, USAR, and SCUBA)	\$ <u>N/A</u>
Varicella vaccine (annually)	\$ <u>N/A</u>
Influenza vaccine	\$ <u>30.00</u>
HIV screening (available to all personnel)	\$ <u>15.00</u>
Heavy Metal Evaluation	\$ <u>385.00</u> BLOOD # Mercury 45, Arsenic 45, LEAD 30, Cadmium 55.
Screening Colonoscopy Services (above the age of 50 years old)	\$ <u>N/A</u>

Group II

Lake County Employee Services and Quality Improvement Department

Pre-employment Physicals

Physical Examination	\$ <u>40.00</u>
BKG over 40 years	\$ <u>40.00</u>
Urinalysis	\$ <u>10.00</u>
Drug Screening (DOT Standards)	\$ <u>20.00</u>
PPD TB Test	\$ <u>15.00</u>
Random Alcohol Screening	\$ <u>30.00</u>
Alcohol Verification test required if screening test is positive	\$ <u>20.00</u>
Hearing Tests (per OSHA Requirement)	\$ <u>20.00</u>

SECTION 4 -- PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 09-0820

Hepatitis Titer

\$ 25.00

Pulmonary Function (per OSHA Requirement)

\$ 45.00